

written notice received by Hormel Foods at least thirty (30) days prior to delivery. In the event hogs delivered under this Agreement are subject to any security interest or lien, Hormel Foods may make payments jointly to Producer and the secured party or lien holder.

11. **FORCE MAJEURE.** Hormel Foods and Producer shall not be liable for damages due to delay or failure to perform any obligation under this Agreement if such delay or failure results directly or indirectly from disease which could not be reasonably foreseen or prevented by adherence to accepted industry practices, strike or other labor difficulties, breakdown or damage to Hormel Foods' plant facilities, acts of war, civil commotions, acts of any government or governmental authority, interference in telephone or electronic communications, fire, flood, windstorms, or other acts of God, or any cause of a like or different kind beyond the reasonable control of such party. In such event, Hormel Foods may, at its discretion, accept hogs in excess of the contracted quantities when Producer is able to deliver them or Hormel Foods is able to accept them, as the case may be, or reduce the total quantity of hogs to be delivered hereunder by the quantity not delivered or accepted due to such causes.
12. **ASSIGNMENT; BINDING EFFECT.** Producer shall not have the right to assign this Agreement or any of its rights hereunder without the prior written consent of Hormel Foods, which consent shall not be unreasonably withheld; provided that Producer may assign this Agreement or any of its rights hereunder to its lender(s) as collateral security for any loan from such lender(s). In the event Producer desires to sell all or substantially all the assets constituting Producer's hog production operation, then, in addition to obtaining Hormel Foods consent as set forth above, Producer shall cause the purchaser to expressly assume, in a writing acceptable to Hormel Foods, all of Producer's obligations under this Agreement. In the event Hormel Foods sells the slaughter plant to which Producer's hogs are being delivered, then Hormel Foods shall, at its option, (a) cause the purchaser to expressly assume all of Hormel Foods' obligations under this Agreement, or (b) notify Producer it must deliver the hogs to the then nearest Hormel Foods slaughter plant; provided that Hormel Foods shall pay Producer the additional freight costs incurred by such delivery as determined by Hormel Foods pursuant to its then current standard livestock freight schedule. This Agreement shall be binding on Producer's heirs, successors and permitted assigns and on Hormel Foods' successors and assigns.
13. **WAIVER.** The failure of either party to enforce at any time any of the provisions of this Agreement, or to exercise any right which is herein provided, or to require at any time performance by the other party of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this Agreement or any part thereof, or the right of either party to thereafter enforce each and every such provision. No waiver shall be valid unless in a writing signed by the waiving party and then only to the extent specified.
14. **RELATIONSHIP OF PARTIES.** Neither party is in any way the legal representative or agent of the other party for any purpose whatsoever. The parties are independent contractors and have no right or authority to create any obligation on behalf of the other party or to bind the other party in any manner.
15. **SEVERABILITY.** If any term or provision of this Agreement is held to be illegal or in conflict with any federal, state or local law or regulation, the validity of the remainder of this Agreement shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
16. **SURVIVAL OF PROVISIONS.** Any provisions herein which by their terms have or may have application after the expiration or termination of this Agreement shall be deemed to the extent of such application to survive the expiration or termination of this Agreement. Without limiting the foregoing, the parties agree that the rights and